

Mahr: An Essential Component of Islamic Matrimony and Its Legal Significance

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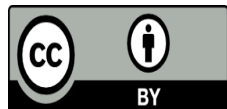
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Mahr: An Essential Component of Islamic Matrimony and Its Legal Significance

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Abstract

A key component of Islamic marriage, mahr, also known as dower, is a legally binding financial obligation owed by the husband to the wife as well as a sign of respect. Mahr, which has its roots in the Holy Qur'an and Sunnah, guarantees women in marriage financial stability and dignity in addition to upholding the purity of the marriage contract. This article examines the legal, social, and ethical aspects of mahr in Islamic law from a variety of philosophical perspectives. The study points to a significant gap in the current discourse: although mahr is required by Islamic law, sociocultural distortions, a lack of legal enforcement in some nations with a majority of Muslims, and a lack of public awareness of its purpose frequently compromise its practical implementation. The study concludes that while mahr still has legal weight, its spirit is regularly compromised through case studies and a comparison of classical fiqh and contemporary legal frameworks. It comes to the conclusion that both legislative reform and community education are necessary to recapture the original goals of Mahr, which were empowerment, security, and contractual clarity. In order to minimize exploitation, the article suggests standardizing the documentation of premarital counseling and incorporating Mahr awareness. By filling the research vacuum with such multifaceted reforms, mahr can continue to be a significant institution that protects women's rights in Islamic marriage rather than merely being a formality.

Keywords: Shari'ah, Mahr, Islamic Law, Islamic Marriage Contract, Women's Rights, and Legal Reform

Introduction

A fundamental component of Islamic marriage is *mahr*, or dower, which represents a woman's autonomy and entitlement within the terms of the marriage contract. *Mahr*, which has its roots in the Qur'an and *Sunnah*, is a legally obligatory requirement that confirms the nikāh's (marriage) authenticity and seriousness. It is a type of financial stability that the bride receives from the groom, highlighting her independence, status, and dignity. The idea honors the bride while guaranteeing her safety within the context of marriage, reflecting both spiritual and legal aspects. Regardless matter whether mahr is stipulated at the time of marriage or postponed, jurists from various Islamic schools have stressed its enforcement. Mahr still has an impact on family law laws and personal status rules in the modern legal systems of nations with a majority of Muslims. Understanding *mahr's* fundamental function and its legal ramifications is still crucial in both classical jurisprudence and

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contemporary reform discourse, especially as discussions on women's rights and marital parity continue to expand.

1. Concept of Dower

Dower is known by several names, including *mahr* (dower), *sudāq* (sincerity), *nīhlah* (free gift) and *akr* (their own). Dower is mandatory for a husband to give to his wife, either because of it being named in the contract of marriage or by the contract itself, as opposed to the usufruct of the wife's person. The Dower can be proper Dower, specified Dower, Prompt Dower and Deferred Dower. The wife can remit her half or full Dower amount for the husband or his successors but such remission should be with her free choice.

According to Wāhbā Zuhaylī in his famous book, 'Dower is the property which becomes *wajīb* because of the conclusion of *nikāḥ* and sexual intercourse'.¹ Dower is mandatory in the marital contract but it is not its element and also not a condition for marriage, in fact it is from the effects of marriage.² Mona Siddique has described in her article that 'Dower becomes obligatory by any of the following three situations; firstly, sexual intercourse, secondly from lawful retirement, or when any partner died, irrespective of whether it is the specified Dower or the standard Dower and also no part of the dower can cease after this, except if the person who is entitled to it renounces it'.³ Dower is an important element under Islamic law. When it is not fixed at the time of marriage, the marriage is also concluded but the law states that it must be decided on some fixed rules and it is also considered as a debt and the wife is eligible along with other creditors, to receive this right from her husband's wealth.⁴

There are some issues regarding Deferred Dower, as the Prompt has to be paid at the time of contract of marriage but when the Deferred Dower becomes due, it is a major issue. A group of jurists did not permit deferment (of the Dower) at all, while some did recommend that the advance part of it, at or before consummation, which is Imām Mālik's opinion and it is also his view that some of the jurists who permitted deferment did so, for a limited period and for an amount in proportion to it. Among them were those who permitted deferring it till separation by death or divorce when it becomes due, which is al-Awza'i opinion.

The reason for the disagreement is whether marriage resembles sale in deferment. Those who said that it does resemble did not permit deferment till death or divorce because they considered marriage as an act of worship but those who said that it does not resemble, they permitted such deferment.⁵ There are differences of opinions regarding the minimum amount of Dower which is discussed later on but there is no issue in case of maximum amount as the *hadīth* of Umar (R.A) regarding the fixing of Dower is quoted here,

Umar (R.A) once addressed the people in the Mosque of the Prophet (Peace be Upon Him): "O People! Why have you started fixing the

¹ Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu*, trans. M. Yousaf and Amir Shehzad (Karachi, Pakistan: Dar-ul-Isha'at, 2012), 209.

² Ibid. 212.

³ Mona Siddiqui, "Mahr: Legal Obligation or Rightful Demand?" *Journal of Islamic Studies* 6, no. 1 (1995): 14–24.

⁴ Ibid.

⁵ Ibn Rushd, *The Distinguished Jurist's Primer (Bidāyat al-Mujtahid wa Nihāyat al-Muqtasid)*, trans. Imran Ahsan Khan Nyazee (Lebanon: Dar al-Ma'rifat, 1982), 2–29.

Dowers of women at fantastically higher amounts, while the Messenger of Almighty Allah (Peace be Upon Him) had never fixed the Dower of any of his wives at an amount exceeding four hundred dirhams? Beware! I should not hear in future that any of you has fixed Dower exceeding four hundred dirhams”, he then descended from the stage. There and then came a woman of Quraish and said to Umar (R.A) that, “O Umar! Have not you heard the word of Almighty Allah⁶ that He says in the Holy Qur’an, “Even if you have given a big treasure to a woman; do not take back anything out of that”, Umar (R.A) at once returned, withdrew his order and announced: “Anyone of you can fix as much Dower as he pleases, I can't stop him.”⁷

This *hadīth* shows that there is no limit for maximum Dower in *Qur’ān* and *hadīth* that one can fix Dower amount as much as one intends, according to the financial capacity of both the parties.

2. Importance of Dower in Marital Relationship

Dower is the right of a woman and Almighty Allah has fixed it for the sake of the honor and dignity of a woman. So, the fixation of Dower will be an agreement of both parties. As the Dower is the alternative to take benefit from the woman, so it will be the right of a woman to decide the Dower amount like the income of a profit is decided by the seller.⁸ Regarding the Islamic legal ruling of Dower, all *Sunni* schools of law agreed that the Dower is one of the essential elements of a marriage contract and therefore its payment is *wajib* and an agreement to forgo it completely, is not permitted according to Ibn e Rushd and Dr. Tanzeel ur Rehman has written that, “even if it is settled that there shall be no Dower in the marriage contract, Dower shall become incumbent and the condition shall be void”⁹ because of the words of Almighty Allah, “*And give into the women, (whom you marry) free gift of their marriage portions*”. Al- Murghinani¹⁰ said in his book *Al-Hedaya* that; “A marriage is valid although no mention be made of the Dower by the contracting parties, because the term ‘*nikāḥ*’, literally means a contract of union which is fully accomplished by the junction of a man and woman”.¹¹

The validity of the marriage bond however, does not depend on mentioning the Dower. If it is not mentioned at the time of the contract, the contract is still valid and Dower will be accepted in the form of Proper Dower. It is a compulsion or obligation in the marriage relationship and it creates a debt that should be paid to the women. It is the property which is incumbent on a husband to give to his wife, either because of it being named in the contract of marriage or by the contract itself,

⁶ *Al- Quran, Surah Al- Nisa: 20.*

⁷ Ibn Kathīr, *Tafsīr Ibn Kathīr*, abridged by Sheikh Ṣafīur Raḥmān al-Mubārakpūrī (Riyadh: Darussalam, 2000), 4.

⁸ Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 215.

⁹ Dr. Tanzeel ur Rehman, *A Code of Muslim Personal law* (Karachi; Hamdard Academy, 1978), 2:226.

¹⁰ Muhammad Marmaduke Pickthall, *The Meaning of the Holy Qur’ān* (New York: The Islamic Book Trust, 2003), 4:4.

¹¹ Burhān al-Dīn al-Marghīnānī, *The Hedāya, or Guide: A Commentary on the Mussulman Laws*, trans. Charles Hamilton (Lahore: Premier Book House, 1982), 44.

as opposed to the usufruct of the wife's person.¹² The Dower can be in different forms, namely, proper Dower, specified Dower, Prompt Dower and Deferred Dower. The wife may remit the Dower or any part thereof, but the remission must be with free consent. Non-payment of Dower is against the verses of *Qur'an* and its *wajib* is proved by the Holy *Qur'an* and *Sunnah*. Almighty Allah says: "And give the women (on marriage) their Dower as an obligation".¹³

a. Qur'anic Commandments regarding Dower

Islam has successfully maintained an even stability in society between men and women by giving its unequivocal support to a practical division of labor, whereby women are placed in charge of the internal arrangement of the household, while men are responsible for its financing.

The *Qur'an* is specific on this issue that men are the protectors and maintainers of women because Allah Almighty has made some of them exceed others and because they support them from their means. All the righteous women are the truly spiritual ones, who safeguard the relationship which Allah Almighty has ordained.

If a marriage is dissolved before consummation and before a Dower has been specified, then the wife receives a divorce gift (*mat'a*) in accordance with the Holy *Qur'an*¹⁴ but Imām Aḥmad ibn Ḥanbal is not specific about the amount of such a gift.¹⁵

I. Free Gift of Marriage

Dower is considered as a gift in a marriage contract that after deciding the Dower amount, it can be increased later and a wife can remit her half or whole Dower freely without anyone's pressure and with her free consent. It is not allowed that she may refuse to take her Dower under any compulsion or because of some other family pressure. If both the parties decide something, then it would be liked by Almighty Allah as there is no sin on them if an agreement is present there.

وَأَتُوا النِّسَاءَ مَدْفُوعَاتٍ نَحْلَةً: فَإِنْ طِبَّنَ لَكُمْ عَنْ شَيْءٍ مِنْهُنَّ فَكُلُوهُ هُنَّ حَرًا¹⁶

"And give unto the women (whom ye marry) free gift of their marriage portions; but if they of their own accord remit unto you a part thereof, then ye are welcome to absorb it (in your wealth)".¹⁷

The women should be given a noble treatment. Their Dower gifts should be given with pleasure and with the good heart without any foreign pressure or without the demand of their relatives or supporters.¹⁸

¹² Retrieved From: *Family Laws And Judicial Protection*" Naheda Mehboob Ellahi; Advocate Supreme Court of Pakistan, < <http://supremecourt.gov.pk/ijc/articles/21/1.pdf>>. Last Accessed: 17-01-2015.

¹³ Muhammad Marmaduke Pickthall, *The Meaning of the Holy Qur'an* (New York: The Islamic Book Trust, 2003), 4:4.

¹⁴ *Holy Qur'an*: 2:236.

¹⁵ *Chapters on Marriage and Divorce: Responses of Ibn Ḥanbal and Ibn Raḥwayh*, trans. Susan A. Spector (Austin: University of Texas Press, 1993), 20.

¹⁶ *Al-Qur'an: Surah al-Nisā*: 4.

¹⁷ Muhammad Marmaduke Pickthall, *The Meaning of the Holy Qur'an* (New York: The Islamic Book Trust, 2003), 4:4.

¹⁸ Allama Shabbir Ahmed Usmani, *The Noble Qur'an; Tafseer e Usmani*, Translated by, Hazrat Maulana Mohammad Ashfaq Ahmad, (Lahore: Aalameen publications press, 1991), vol:1, 308.

وَالْمُحْصَنَاتُ مِنَ النِّسَاءِ إِلَّا مَا مَلَكَتْ أَيْمَانُكُمْ كِتَابَ اللَّهِ عَلَيْكُمْ وَأُجِّلَ لَكُمْ مَا وَّرَاءَ ذَلِكَ أَنْ تَبْتَغُوا بِأَمْوَالِكُمْ مُحْصِنِينَ غَيْرَ مُسَافِحِينَ فَمَا اسْتَمْتَعْتُمْ بِهِ مِنْهُنَّ فَآتُوهُنَّ أُجُورَهُنَّ قَرِيبَةً وَلَا جُنَاحَ عَلَيْكُمْ فِيمَا تَرَاضَيْتُمْ بِهِ مِنْ بَعْدِ الْفَرِضَةِ إِنَّ اللَّهَ كَانَ عَلِيمًا حَكِيمًا¹⁹

And all married women (are forbidden unto you) save those (captives) whom your right hands possess. It is a decree of Allah for you. Lawful unto you are all beyond those mentioned so that ye seek them with your wealth in honest wedlock, not debauchery. And those of whom ye seek content (by marrying them), give unto them their portions as a duty. And there is no sin for you in what ye do by mutual agreement after the duty (hath been done). Lo! Allah is ever Knower, Wise.²⁰

If you are free of heart and generous in your treatment with a woman, then there is no harm if you marry with the orphan girls. The harm is there when you fail to treat them with justice and fail to observe their legitimate rights with pleasure. There is not any fixed amount for Dower in Sharī'ah that one can follow strictly but it's clear that such amount should come under the term 'property'.²¹

وَمَنْ لَمْ يَسْتَطِعْ مِنْكُمْ طَوْلًا أَنْ يَنْكِحَ الْمُحْصَنَاتِ الْمُؤْمِنَاتِ فَمِنْ مَا مَلَكَتْ أَيْمَانُكُمْ مِنْ قَتِيلَاتِكُمُ الْمُؤْمِنَاتِ وَاللَّهُ أَعْلَمُ بِإِيمَانِكُمْ بَعْضُكُمْ مِنْ بَعْضٍ فَانكِحُوهُنَّ بِإِذْنِ أَهْلِهِنَّ وَآتُوهُنَّ أُجُورَهُنَّ بِالْمَعْرُوفِ مُحْصَنَاتٍ غَيْرَ مُسَافِحَاتٍ وَلَا مُتَّخِذَاتِ أَخْدَانٍ فَإِذَا أُحْصِنَ فَإِنَّ أَتَيْنَ بِفَاحِشَةٍ فَعَلَيْهِنَّ نِصْفُ مَا عَلَى الْمُحْصَنَاتِ مِنَ الْعَذَابِ ذَلِكَ لِمَنْ خَشِيَ الْعَنَتَ مِنْكُمْ وَأَنْ تُصْبِرُوا خَيْرٌ لَكُمْ وَاللَّهُ غَفُورٌ رَحِيمٌ²²

And whoso is not able to afford to marry free, believing women, let them marry from the believing maids whom your right hands possess. Allah knoweth best (concerning) your faith. Ye (proceed) one from another; so, wed them by permission of their folk, and give unto them their portions in kindness, they being honest, not debauched nor of loose conduct. And if when they are honorably married they commit lewdness they shall incur the half of the punishment (prescribed) for free women (in that case). This is for him among you who feareth to commit sin. But to have patience would be better for you. Allah is Forgiving, Merciful.²³

If a man has no enough means to provide a freewoman and is unable to bear the dowry gift etc., he can marry a handmaid whose burden would be less, but the man who can marry a free woman, it is not lawful for him to marry a handmaid according to Imām al-Shāfi'ī and according to Imām Abū Ḥanīfah, it is undesirable.²⁴

II. Taking Back of Mahr

It is not allowed to anyone to take back anything from the Dower amount as Qur'ānic verses and Aḥadīth have clarified at different places that it doesn't matter if a man has given to his wife a Dower more than a mountain; he is not at all allowed to take back anything from it.

¹⁹ Al- Qur'an: Surah al-Nisā: 24.

²⁰ Pickthall, Holy Qur'an, 4:24.

²¹ Wahbah al-Zuhayli, Al-Fiqh al-Islāmī wa Adillatuhu (Beirut: Dār al-Fikr, 2003), 215.

²² Al- Qur'an: al-Nisā :25.

²³ Pickthall, Holy Qur'an, 4:25.

²⁴ Shabbir Ahmed Usmani, The Noble Qur'an; Tafseer e Usmani, vol:1, 327.

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا يَجِلْ لَكُمْ أَنْ تَرْتُوا النِّسَاءَ كَرِهًا وَلَا تَعْضُلُوهُنَّ لِيَذْهَبُوا بِبَعْضِ مَا آتَيْتُمُوهُنَّ إِلَّا أَنْ يَأْتِيَنَّ بِفَاحِشَةٍ مُبَيَّنَةٍ
وَعَاشِرُوهُنَّ بِالْعُرْفِ فَإِنْ كَرِهْتُمُوهُنَّ فَعَسَى أَنْ تَكْرَهُوا شَيْئًا وَيَجْعَلَ اللَّهُ فِيهِ خَيْرًا كَثِيرًا²⁵

*O ye who believe! It is not lawful for you forcibly to inherit the women (of your deceased kinsmen), nor (that) ye should put constraint upon them that ye may take away a part of that which ye have given them, unless they be guilty of flagrant lewdness. But consort with them in kindness, for if ye hate them it may happen that ye hate a thing wherein Allah hath placed much good.*²⁶

Almighty Allah commands the believers to pay willingly, the Dower of the women they marry but if his wife remits all or any part of the Dower with a good heart then it is permissible for the husband to accept it and enjoy it as Almighty Allah has made lawful for him.

وَأِنْ أَرَدْتُمْ اسْتِبْدَالَ زَوْجٍ مَكَانَ زَوْجٍ وَآتَيْتُمْ إِحْدَاهُنَّ قِنْطَارًا فَلَا تَأْخُذُوا مِنْهُ شَيْئًا: أَتَأْخُذُونَهُ بُهْتَانًا وَإِنَّمَا مُبَيَّنٌ²⁷

*“And if ye wish to exchange one wife for another and ye have given unto one of them a sum of money (however great), take nothing from it. Would ye take it by the way of calumny and open wrong?”*²⁸

This verse shows, that in case of remarrying of husband, he is not permitted to take back the Dower from the first wife; it doesn't matter even if he has given a treasure to her.

وَكَيْفَ تَأْخُذُونَهُ وَقَدْ أَفْضَى بَعْضُكُمْ إِلَى بَعْضٍ وَأَخَذْنِ مِنْكُمْ مِيثَاقًا غَلِيظًا²⁹

*“How can ye take it (back) after one of you hath gone in unto the other, and they have taken a strong pledge from you?”*³⁰

This verse explains that after the consummation of marriage, it is not allowed for husband to take back anything from the wife which he has given to her as a Dower.

III. Commandments regarding Mahr in Case of Divorce

وَأِنْ طَلَّقْتُمُوهُنَّ مِنْ قَبْلِ أَنْ تَمْسُوهُنَّ وَقَدْ فَرَضْتُمْ لَهُنَّ فَرِيضَةً فَنِصْفُ مَا فَرَضْتُمْ إِلَّا أَنْ يَعْفُوَ الَّذِي بِيَدِهِ عُقْدَةُ النِّكَاحِ: وَأَنْ تَعْفُوا أَقْرَبُ لِلتَّقْوَى: وَلَا تَنْسُوا الْفَضْلَ: بَيْنَكُمْ: إِنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ³¹

*If ye divorce them before ye have touched them and ye have appointed unto them a portion, then (pay the) half of that which ye appointed, unless they (the women) agree to forgo it, or he agreeth to forgo it in whose hand is the marriage tie. To forgo is nearer to piety. And forget not kindness among yourselves. Allah is Seer of what ye do.*³²

If a husband divorced his wife prior to the consummation of their marriage, then the wife will get half of the fixed Dower. And there will be no issue if the wife agrees to forgo her right or it will be appreciated if the husband forgoes to take backs the remaining half and Almighty Allah always said in *Holy Qur'an* to be kind with each other. These verses are very clear regarding the issue of Dower which has been

²⁵ Al- Qur'an, Al-Nisā: 4:19.

²⁶ Pickthall, *Holy Qur'an*, 4:19.

²⁷ Al- Qur'an: Al-Nisā: 20.

²⁸ Pickthall, *Holy Qur'an*, 4:20.

²⁹ Al- Qur'an: Surah Al-Nisā: 21.

³⁰ Pickthall, *Holy Qur'an*, 4:21.

³¹ Al-Quran, Al-Baqarah: 237.

³² Pickthall, *Holy Qur'an*, 2:237.

given to the wife and after that if separation or divorce occurred then it is not allowed for her husband to take back the Dower amount or any other property which was considered as Dower. And if the divorce happened before the consummation of marriage and Dower is not fixed then something will be given as Dower which is fair for both parties.

لَا جُنَاحَ عَلَيْكُمْ إِنْ طَلَقْتُمُ النِّسَاءَ مَا لَمْ تَمْسُوهُنَّ أَوْ تَفْرِضُوا لَهُنَّ فَرِيضَةً: وَتَمَتَّعُوهُنَّ عَلَى الْمَوْسَعِ قَدْرَ ذُرِّيَّةٍ وَعَلَى الْاِفْتَرِ قَدْرَ ذُرِّيَّةٍ: مِنْهَا بِأَلْمَعْرُوفِ حَقًّا عَلَى الْمُحْسِنِينَ³³

*It is no sin for you if ye divorce women while yet ye have not touched them, nor appointed unto them a portion. Provide for them, the rich according to his means, and the straitened according to his means, a fair provision. (This is) a bounden duty for those who do good.*³⁴

If at the time of marriage, the Dower was not mentioned or fixed and the marriage concluded without the Dower, the marriage is lawful. The Dower can be appointed afterward. But in such a condition if the husband divorced the woman before touching her (before cohabiting her) or before valid retirement, then the Dower shall not be incumbent on the part of the husband. But it is incumbent on him that he should give something to the woman at least three clothes; a shirt, a head cover and a sheet, according to his capacity and with pleasure.³⁵ In this holy verse, divorce is considered as *Mubah* before consummation. So, here is decided that divorced can be given before the selection of Dower, therefore, Dower is neither an element of marriage nor a condition for it.³⁶

The *Qur'anic* commandments are very clear regarding the different issues of Dower and for the detail interpretation of these *Ahkam al Shar'i*, *Sunnah* of Holy Prophet (Peace be Upon Him) is present to consult and to have complete understanding.

b. Sunnah of the Holy Prophet (Peace be Upon Him) regarding Dower

There are different *ahadith* regarding Dower that deal with the specific events and provide a complete code of life to adopt, for the people all over the world and specifically for Muslims to lead a life according to *shari'ah* principles and to get the blessings of Almighty Allah. Some of the *Ahadith* are quoted here regarding Dower to clarify the researcher's point of view.

i. Minimum and Maximum Amount of Dower

Along with the verses of Holy *Qur'an*, there are also some *Ahadith* which show the quantity and objects of the Dower that how much maximum and minimum limit should be of Dower. Narrated by Sahl bin Sa'd (R.A) that a woman presented herself to the Prophet (Peace be Upon Him for marriage). A man said to him, "O Allah's Messenger (Peace be Upon Him)! (If you are not in need of her) marry her to me." The Prophet (Peace be Upon Him) said, "What have you got?" The man said, "I have nothing." The Prophet (Peace be Upon Him) said (to him), "Go and search for something) even if it were an iron ring." The man went and returned saying, "No, I have not found anything, not even an iron ring; but this is my waist sheet, and half of it is for her." He had no *jilbab* (upper garment). The Prophet

³³ Al-Quraun, Al-Baqarah: 236

³⁴ Pickthall, *Holy Qur'an*, 2:236.

³⁵ Allama Shabbir Ahmed Usmani, *The Noble Qur'an; Tafseer e Usmani*, Translated by, Hazrat Maulana Mohammad Ashfaq Ahmad, (Lahore: Aalameen publications press, 1991), vol:1, 134.

³⁶ Wahbah al-Zuhayli, *Al-Fiqh al-Islami wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 212.

(Peace be Upon Him) said, "What will she do with your waist sheet? If you wear it, she will have nothing to her; and if she wears it, you will have nothing over you." So the man sat down and when he had sat a long time, he got up (to leave). When the Prophet (Peace be Upon Him) saw him (leaving), he called him back, or the man was called (for him), and he said to the man, "How much of the Qur'an do you know (by heart)?" The man replied I know such Surah and such Surah (by heart)," naming the *Surahs*. The Prophet (Peace be Upon Him) said, "I have married her to you for what you know of the *Qur'an*."³⁷

Another *Hadith* is there, regarding the minimum Dower; "Narrated by Sahl bin Sa'd (R.A), The Prophet (Peace be Upon Him) said to a man, "Marry, even with (a Dower equal to) an iron ring."³⁸ These *Ahadith* are regarding the objects of Dower that if someone has an iron ring, it also can be the Dower and if one has nothing to pay the Dower of her wife, then the memorization of the *surahs* of Holy *Qur'an* can be enough for him as the Dower of his wife. A *Hadith* of Abū Sālmah b. 'Abd al-Raḥmān (R.A) can be quoted here that; Abū Sālmah b. 'Abd al-Raḥmān (R.A) reported, "I asked A'isha, the wife of Allah's Messenger (Peace be Upon Him), "What is the amount of the Dower of Almighty Allah's Messenger (Peace be Upon Him)?" She (R.A) said, "it was twelve *uqiyahs* and one *nash*". She said: "Do you know what is *uqiyahs* and *nash*?" I said: "No", she said, "it is half of *uqiyah*, and it amounts to live a hundred dirhams, and that was the Dower given by Allah's Messenger (Peace be Upon Him) to his (Peace be Upon Him)'s wives."³⁹

There is another *Hadith* of Anas Bin Malik regarding the amount of Dower; narrated Anas bin Malik that 'Abdur Rahman bin 'Auf married a woman and gave her gold equal to the weight of a date stone (as Mahr). When the Prophet (Peace be Upon Him) noticed the signs of cheerfulness of the marriage (on his face) and asked him about it, he said, "I have married a woman and gave (her) gold equal to a date stone in weight (as Dower)".⁴⁰

These two *Ahadith* have also clarify the viewpoint regarding the amount and object of Dower that Holy Prophet (Peace be Upon Him) has given the Dower to his wives near to hundred dirhams and appreciated 'Abdur Rahman bin 'Auf.

ii. Manumission can be the Dower

As per another *Hadith*, "Narrated Anas bin Mālik (R.A): "Almighty Allah's Messenger (Peace be Upon Him) manumitted *Ṣafīyyah* and registered her manumission (freeing of a slave) as her *Mahr*".⁴¹

iii. Dower in Case of Orphans

Narrated Urwa (R.A) that he asked A'isha (R.A) about the statement of Allah Almighty: "if you fear that you shall not be able to deal justly with the orphan-girls, then marry (other) women of your choice, two or three or four; but if you fear that you shall not be able to deal justly (with them), then only one, or (slaves that your right hands possess. That will be nearer to prevent you from doing injustice."⁴² A'isha (R.A) said: O my nephew! (This verse has been revealed in connection with) an orphan -girl under the guardianship of her guardian who is attracted by her wealth and beauty and intends to marry her with a Dowerless than what another

³⁷ Muhammed Ibn Ismael al Bukhari, *Sahih al Bukhari*, Trans. Dr. Muhammad Muhsin Khan. (Riyadh: Darussalam, 1997). Book of *al- Nikah* (67), Chapter:33, *Hadith*: 5121,5135, 5141 ,7.

³⁸ *Sahih al-Bukhari*, Book of al-Nikah, chapter 52, hadith 5150, 7.

³⁹ *Sahih Muslim*, Chap:551, *Hadith*: 3318, 2:719.

⁴⁰ *Sahih al-Bukhari*, *Jami' al-Sahih*, The Book of Nikah, chapters 50, 55, 56, hadiths 5148, 5153, 7.

⁴¹ *Sahih Al- Bukhari*, Book of *Al- Nikah*, Chapter: 52, *Hadith*:5150, 7.

⁴² Marmaduke Pickthall, *Holy Quran* (Pakistan: Lahore, Paak company, 2005) 4:3.

woman of her standard deserve. So they (such guardians) have been forbidden to marry them unless they do justice to them and give them their full Dower, and they are ordered to marry other women instead of them.⁴³

iv. Ash-Shighar is not allowed

It is clear in Islam that Dower is an important right of a woman and no one can create any situation to deprive her from this right. As, "Narrated Ibn 'Umar (R.A), "Allah's Messenger (Peace be Upon Him) forbade *Ash- Shighar*, which means that somebody marries his daughter to somebody else and the latter marries his daughter to the former without paying Dower".⁴⁴

The Holy Prophet (Peace be Upon Him) disliked *Ash-Shighar*, that every wife should have her own Dower, but in the case of *Ash -Shighar*, two girls marry with separate husbands on a condition that both parties will not pay the Dower.

v. Dower in case of Li'an

There is a *Hadīth* of Sa'id bin Jubair regarding *Li'an*; Narrated Sa'id bin Jubair: that I asked Ibn 'Umar, "(What is the verdict if) a man accuses his wife of illegal sexual intercourse?" Ibn 'Umar said, "The Prophet (Peace be Upon Him) separated (by divorce) the couple of Banī al-'Ajlān, and said, (to them), 'Allah knows that one of you two is a liar; so will one of you repent?' But both of them refused. He again said, 'Allah knows that one of you two is a liar; so, will one of you repent?' But both refused. So, he separated them by divorce." (Aiyub, a sub-narrator said: 'Amr bin Dinar said to me, "There is something else in this *Hadīth* which you have not mentioned. It goes thus: The man said, 'What about my money (i.e. the Dower that I have given to my wife)?' It was said, 'You have no right to restore any money, for if you have spoken the truth (about the accusation), you have also consummated your marriage with her; and if you have told a lie, you are less rightful to have your money back.'⁴⁵

This *Hadīth* is regarding the issue of *li'an* that in this matter, the husband is not liable to take back the Dower which he has given to his wife. As in both the cases, if he is speaking the truth that means their marriage is consummated so not allowed to return the Dower by the wife or if he is telling a lie then also in such situation, he has lost his right to get it back.

vi. Dower in Case, When a Wife is Suffering from some Severe Disease

There is also a *Hadīth*, when a wife has some severe disease and instead of all that, her guardian marries her and her husband does not know about her illness. Sa'id b. al-Musayyab related that 'Umar b. al- Khattab said: if a man marries a woman and she is suffering from insanity or leprosy and the husband cohabits without knowing about her condition, he should pay her the full Dower and take penalty compensation from the walī (guardian).⁴⁶ Some of the related *Aḥādīth* have been discussed here that at the time of Holy Prophet (Peace be Upon Him) and Companions (R.A), what were the issues related to Dower and the rulings derived by them under the *sharī'ah* provisions.

⁴³ Al- Bukhari , Book of Al-Nikah, Chapter: 1, *Hadith*: 5064, 7.

⁴⁴ Al-Bukhari, Book of Al-Nikah, Chapter: 29, *Hadith*: 5112, 7. (*Sunan Abu Dawūd*: 2074, Chapter: 14, 2).

⁴⁵ Al-Bukhari: Al- Jami` al Sahih, Book of Divorce (68), Chapter: 32, *Hadith*: 60, 7.

⁴⁶ *Muwatta` Imam Malik*; Translated by, Pro. Muhammad Rahimuddin (Lahore, Ashraf printing press, 1980), Chap: 313, *Hadith*: 1070, p: 232.

c. Classifications of Dower

Dower is payable whether the sum has been fixed or not. Thus, firstly, Dower may be either specified or not specified. In the latter case, it is called Proper Dower and if the Dower has been specified, then the question may be whether it is Prompt (*Mu'ajjal*) or Deferred (*Muwajjal*). So, in Islam, there are two kinds of Dower, which are:⁴⁷

I. Specified Dower (*Mahr al-Musammā*)

II. Unspecified or proper Dower (*Mahr ul Mithl*)

i. Specified Dower

It is an incident of a valid marriage only but not in irregular marriage contract. When the marriage has been consummated, specified or proper Dower, whichever is less, shall become due on the husband.⁴⁸

ii. Unspecified Dower or Proper Dower

Unspecified or proper Dower is that which is determined according to the Dower settled for other female members of a woman's father's family, such as father's sisters, her own sisters and her paternal first cousin sisters.

According to Hanafis, both women (who we are compared for deciding the Dower) should be equal to each other in wealth, beauty, age, intelligence and religion etc., because Dower can be changed by the change of a city and a qualified, beautiful and bachelor woman has more Dower, than a common (contrary) woman. Imām Ahmad bin Hanbal has also the same view but he said that, if a woman has no female in her relatives then her Dower will be similar to any woman of her city.⁴⁹ Specified Dower is further divided into two kinds:

a. Prompt Dower

The Prompt Dower is payable immediately after the conclusion of a marriage contract, so long as the wife demands it. In case, if the husband does not pay on demand she can refuse to cohabit with him.⁵⁰ However if the marriage contract concludes without fixing any Dower, then Proper Dower will be paid.

b. Deferred Dower

Most of the time, some part of the Dower or the entire amount of it, may be Deferred and payable at the time of the dissolution of marriage by divorce or after death, or on the happening of some specific event like the second marriage of the husband. And if the Deferred Dower is high, the husband must think before planning to divorce his wife, because he will be obliged to pay the whole amount.

i. Private and Publicly announced Dower (Principal of *As- Sumah*)

If two types of Dower are decided that some will be secret and other will be announced publicly then according to Hanafī, Shāfi'ī and Mālik, such Dower will be *Wājib*, on which the conclusion of marriage occurred because Dower becomes *Wājib* due to occurrence of *Nikāh*. According to Ḥanābilah the publicly announced Dower will be given, regardless that contract of *Nikāh* happened on secret Dower and after that the Dower will be announced publicly then it shows the increasing of Dower

⁴⁷ Imran Ahsan Khan Nyazee, *Outlines of Muslim Personal law*, 1st ed. (Rawalpindi: Federal Law House, 2012).

⁴⁸ Tanzeel ur Rehman, *Code of Muslim Personal Law*, vol. 2 (Karachi: Islamic Publishers, n.d.), 222.

⁴⁹ Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 220.

⁵⁰ Rubya Mehdi, *The Islamization of law in Pakistan* (Curzon Press, 1994, United Kingdom), 187.

and later on the increasing Dower will be *Wājib*. Similarly, the Dower is increased from its fixed amount.⁵¹

d. Different Forms of Dower

i. In form of any Kind of Service

In the Holy Qurʾān, it is mention that Prophet Moses married for service rendered to the bride's father for 8 or 10 years. It also has recalled that Prophet Jacob tended Laban's sheep for seven years, to win the lovely Rachel, his daughter. But this was the bride price, which went to the parents, not to the Dower, which is the exclusive right of a wife.⁵²

If a free man married with a woman and decided that he will provide service to look after the animals of the wife then this Dower will be *fasid* and according to Imām Abu Ḥanīfa and Imām Abu Yousaf, she will be given Proper Dower but as per, Imām Shafi and other jurists, it is allowed to decide Dower as some service and the husband have to provide that service to the wife for a year.⁵³

ii. By Teaching Holy Qurʾān

The jurists have, based on a tradition,⁵⁴ permitted the teaching of the Qurʾān in lieu of the Dower which may be good if the wife may be able to read it herself. It doesn't matter that she forgets it afterward. This assumes that the wife would not know the Qurʾān, while the husband would, which is very rare these days.⁵⁵

iii. Fasid Dowers

Dower is void either in itself or because of an attribute of uncertainty and obstructions. It may be in the form of wine, swine or anything that cannot be lawfully owned. In a case when Dower consists of wine, swine and the fruit that has not ripen yet or a stray camel than according to Imām Abu Ḥanīfa, the contract is valid if it contains a provision of proper dower. Imām Mālik has two opinions regarding this. Firstly, his and Abu Ubayd's opinion is, that such contract and rescission before and after seclusion is invalid. While the second opinion of Imām Mālik is, that if marriage is consummated then the contract is in effect and she has the right to get Proper Dower.⁵⁶

iv. Validity of Marriage without Fixation of Dower

There is no difference among the jurists on the point that contract of marriage without mentioning Dower, is valid. Likewise, even the marriage contract with denial to pay Dower is also valid.⁵⁷ Almighty Allah has said that, "*There is no blame on you if ye divorce women before consummation or the fixation of their Dower*".⁵⁸

v. Views of Scholars regarding the Prompt and Deferred Dower

A group of Jurists did not permit deferment of Dower at all, while some recommended like Imām Mālik, that to advance part of it, at or before

⁵¹ Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 215.

⁵² C. M. Shafqat, *The Muslim Marriage, Dower and Divorce* (Lahore: Kausar Law Book Publishers, n.d.), 79–80.

⁵³ Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 217.

⁵⁴ *Sahih al Bukhari*, Book of *al- Nikah* (67), Chapter: 33, *Hadith*: 5121 ,7.

⁵⁵ C. M. Shafqat, *The Muslim Marriage, Dower and Divorce* (Lahore: Kausar Law Book Publishers, n.d.), 79–80.

⁵⁶ Ibn Rushd, *The Distinguished Jurist's Primer (Bidayat al-Mujtahid wa Nihayat al-Muqtasid)*, trans. Imran Ahsan Khan Nyazee, vol. 2 (Reading, UK: Garnet Publishing, 2000), 31–32.

⁵⁷ Tanzeel ur Rehman, *Code of Muslim Personal Law*, vol. 2 (Karachi: Islamic Publishers, n.d.), 224.

⁵⁸ *Holy Qur'an*, 2:236.

consummation.⁵⁹ The Dower may be Prompt or Deferred, and it may also be partially Prompt and partially Deferred because it is the thing given in an exchange, so it is permissible as the remuneration.⁶⁰ Hence, if it is mentioned in absolute terms (without specifying), it is valid like mentioning money or price in absolute terms. If it has been promised to be paid until a specific time, it must be paid at that time.

Further, if it is deferred but no time has been mentioned or specified for the payment of Dower, *Qadi* says the Dower is valid and its application would be on separation. Imām Ahmad said that if a person married on terms of Prompt and Deferred Dower, the Deferred is not permissible till death or separation.

Hammad ibn Abu Sulaiman (R.A) and Imām Abu Ḥanīfa (R.A), opine that the term would be invalid, and it will be considered in present time. Ilyas Ibn Muawiya hold the opinion that it does not become valid until the divorce, or leaving one's country, or marrying another woman.

Imām Al- Awzai (R.A) hold an opinion that it is permissible until a year after consummation of marriage. Abu Khattab (R.A), has held that the Dower is *fasid* and the woman shall be entitled to Proper Dower, this is also the view of Imām Shafi (R.A), because it is a compensation which is not specific in terms of its application, so it is invalid like a price of a sale.

The reason behind the first opinion is, that using absolute words leads to the application of the custom. Thus, custom in Deferred Dower is to leave the claim until separation and is substantial (according to the custom) and become known through it.

If the time is not specified like the arrival of Zaid and the coming of the rain, and the like, then it would not be valid because it is unknown but the absolute will be valid because according to custom, its time will be the separation of the spouses. Besides, it can be changed from the custom by specifying the time.

3. The Objects and Amount of Dower according to the *Sunni* and *Shi'a* Schools

i. Objects of Dower

Every lawful object that has some value may be fixed as Dower. Accordingly, cash, merchandise, goods, immovable property, company shares or dividends, etc. may be settled as Dower, provided the property be such that it is certain, lawful and capable of being taken into possession. There are some conditions regarding Dower, which are as follows:⁶¹

- * Dower should be such kind of thing whom one can make its owner and its buying and selling (transactions) are allowed in Sharī'ah e.g., gold, silver and other things etc.
- * Dower should be pure from any kind of weakness/fault/lacking.
- * Dower should be known and decided, so any ambiguous item cannot be fixed as Dower

⁵⁹ Imran Ahsan Khan Nyazee, *Outlines of Islamic Jurisprudence*, 2nd ed. (Islamabad: Federal law House), 265.

⁶⁰ Ibn Qudāmah, Abū Muḥammad 'Abd Allāh ibn Aḥmad ibn Muḥammad. *Al-Mughnī*. (Beirut: Dār al-Fikr, 1984), 6:169.

⁶¹ Ibn Qudāmah, Abū Muḥammad 'Abd Allāh ibn Aḥmad ibn Muḥammad. *Al-Mughnī*. (Beirut: Dār al-Fikr, 1984), 6:169.

It is necessary or *Wājib* to clarify the quality/attribute of the property according to Maliki, Ḥanafī, Shafī and Imām Ahmad and if such property is against the required quality then the medium quality will be *Wājib*.⁶²

According to Imām Mālik, everything can be Dower which is considered as 'property' in *Sharī'ah*. Prohibited items cannot be the Dower and such things are also not allowed to be the Dower which are not in possession, like flying birds, fish in the sea etc. Everything which can be sold or purchased can be the Dower according to Shafī and Ḥanābilah and it also doesn't matter that it is less or more. However, it should be considered as 'Mal' e.g. stitching clothes, providing service for a fixed time, teaching Holy Qur'ān.

ii. Amount of Dower

Jurists agreed about its amount that it has no maximum limit but disagreed about its minimum limit. According to Imām Shafī, Imām Ahmad, Ishāq, Abu Thawr (R.A), and the Jurists of Madina and among the tabi'un is, that there is no minimum limit for it, and according to Ibn Wahb, anything that can be a price or value for a thing may be the Dower.⁶³

Imām Mālik (R.A), said that the minimum Dower is one-fourth dinar of gold, three dirhams of pure silver or anything which is equivalent to three dirhams. While, it is also said, that whatever is equivalent to both (gold and silver) or any of such thing, e.g. animal or land etc. Thus, the thing which can be considered as property, one can take benefit from it and could be easily given to the wife according to *Sharī'ah*, can be the Dower.

According to Imām Abu Hanifa ten dirhams is minimum amount and it is said as five dirhams or forty dirhams as well.¹¹⁹ This is because they considered the *nisab* of Dower according to the *nisab* of theft, meaning that the hand of a thief will be cut off, if he steals an amount or a property of ten dirhams so ten dirhams should be minimum Dower.¹²⁰

Dower amount is normally fixed by the parties before the solemnization of marriage contract, based on mutual consent. Generally, no process or documentation is required. Various sects of Muslims have their own rules to regulate the principle of the amount of Dower.

According to Shafī's and Ḥanābilah, there is no amount fixed for minimum Dower therefore, less and more Dower is *Ṣaḥiḥ*. They have a view that anything which can be bought or sold can be the Dower but there is a condition for it that such thing should be considered as property. Otherwise Dower will become *fasid* and Proper Dower will be *Wājib* and if some property is transferred in case of Dower, it operates as a complete transfer.

Under Shi'a and Shafī law, no minimum limit is laid down and the financial capacity of the husband is the determining factor. As an extreme example and to highlight the rules, it is said, that even a grain of wheat may establish an adequate Dower having regard to the circumstances of a particular case. Most of the Jurists agree that Dower should not be more than 500 dirhams. Where a higher amount is fixed, it will be treated as disliked, though legal. The Shafī's, however, look upon it as a gift, but the wife on her part may remit the whole or a part of it. The Law,

⁶² Wahbah al-Zuhayli, *Al-Fiqh al-Islāmī wa Adillatuhu* (Beirut: Dār al-Fikr, 2003), 216.

⁶³ Ibn Rushd, *The Distinguished Jurist's Primer (Bidayat al-Mujtahid wa Nihayat al-Muqtasid)*, trans. Imran Ahsan Khan Nyazee, vol. 2 (Reading, UK: Garnet Publishing, 2000), 21.

however, has taken the view that there is no limit to it, irrespective of the husband's means. This is contrary to the whole purpose and spirit of the fixation of Dower.

Other jurists, however hold that it cannot be less than ten Arab dirhams. It cannot be increased by the Court, though the husband may increase it at any time during the continuation of the marriage. The addition to Dower may also be made at any time, before the dissolution of the marriage. However, an addition made after the expiry of waiting period would be void and the addition made after the marriage requires acceptance by the wife.⁶⁴

iii. Nature of Dower

Dower is the name of that financial gain that accrues in marriage to the woman in lieu of the pleasure to be enjoyed with her, though the marriage is either valid or irregular or even cohabitation be in doubt.⁶⁵ Some people identify it as a price of a bride or a consideration of marriage contract. It may be an effect of the contract imposed by law on the husband as a token of respect for the woman. There is another opinion that when the Dower is unspecified at the time of sum placed disposal of wife, affording her a guarantee, independence and also a security for her future in case of divorce or widowhood.⁶⁶

After the death of the husband, the Dower ranks as a debt and the widow is entitled, along with other creditors of her deceased husband, to have it satisfied on his death out of his estate and it is an unsecured debt ranking equally with other debts. Dower, like consideration of money in a contract for sale, is not merely a monetary consideration, its mandatory nature, in the religious law, is meant to maintain the respect, honor and dignity of the wife.⁶⁷

iv. Fixation and Non-Fixation of Dower in different Circumstances

The changes made in the Dower, before divorce, may be either from the wife or from Allah. Those that are from Allah may take one or more of four forms: Loss of the whole, reduction, increase, reduction and increase combined.

v. Dower in Case of Non-Consummation

If a man divorced his wife before consummation and the Dower of the wife had been fixed, then half of the specified Dower is payable to her.⁶⁸ If the husband dies before consummation, the whole Dower is payable, for the wife did her part by the surrender of her person and there was no repulsion or unsuitability which would be assumed in divorce.⁶⁹

When the husband dies before fixing of Dower and prior to consummation of marriage then a wife is not entitled to Dower but only to a fair gift and to inheritance, according to Imām Mālik, his disciples and al-Awza'i. The opinion of Imām Abu Ḥanīfa (R.A), Imām Ahmad and Abu Da'ud (R.A) is that she is entitled to Proper Dower and to inheritance.⁷⁰ If a man marries a woman without

⁶⁴ C. M. Shafqat, *The Muslim Marriage, Dower and Divorce* (Lahore: Kausar Law Book Publishers, n.d.), 77.

⁶⁵ Tanzeel ur Rehman, *Code of Muslim Personal Law*, vol. 2 (Karachi: Islamic Publishers, n.d.), 218.

⁶⁶ Tanzeem Fatima, *Islamic Law and Judiciary* (New Delhi: Deep and Deep publications, 2001), 88.

⁶⁷ Tanzeel ur Rehman, *Code of Muslim Personal Law*, vol. 2 (Karachi: Islamic Publishers, n.d.), 169.

⁶⁸ Ibne Rushd. *The Distinguished Jurist's Primer*, Translated by Prof Imran Ahsan Khan Nyazee; (Lebnon: Dar ul Ma'arif, 1982), 2: 21.

⁶⁹ C. M. Shafqat, *The Muslim Marriage, Dower and Divorce* (Lahore: Kausar Law Book Publishers, n.d.), 79.

⁷⁰ Ibne Rushd. *The Distinguished Jurist's Primer*, Translated by Prof Imran Ahsan Khan Nyazee; (Lebnon: Dar ul Ma'arif, 1982), 2: 21.

any specification of a Dower or on condition of there being no Dower, and then divorces her before consummation, then in this case, a woman receives a present (gift) and the present is incumbent upon the husband on the authority of sacred writings. When a woman gifts her Dower to her husband and is then divorced before seclusion than according to Imām Mālik, he cannot have recourse to her for any part of it, while Imām Shafi said that he can claim one-half from her.

vi. Dower after Consummation of Marriage

If a person specifies a Dower and then their marriage is consummated and later husband dies, then whole of the Dower is payable to the wife and the right to the consideration is confirmed and by the decease of the husband, marriage is rendered complete. According to the scholars, who maintained a reason that Dower is a *Sunnah* and followed the apparent meaning, they said that division of Dower into one- half is binding in each divorce, whether caused by the husband or the wife. If the marriage is consummated before a Dower has been specified, the wife will receive a fair one.

If no Dower was fixed and there was no consummation before separation, not the proper Dower but only a *Mata`* (bridal gift) is payable. It is mentioned in Al-Hedayah that the gift (*Mata`*) is laid down as three pieces of dress or shift, the veil, and the *mulhaffat* (that is an outer garment) and it depends on husband's condition. This present is not to exceed half the proper Dower, nor be of less than the value of five dirhams.

vii. Non- Payment of Prompt Dower

All the authorities agree that before consummation, the wife may refuse to admit the husband to conjugal intercourse and the claim of the husband to restitution of conjugal rights must be refused till her Prompt Dower is paid off. However, there is a difference of opinion on a question as to whether the wife can refuse conjugal intercourse even after consummation if her Prompt Dower is not paid? According to Muhammad and Abū Yūsuf, she cannot refuse it after consummation; they also argued that valid retirement will have the same effect as consummation.¹³⁸

viii. Dower in the Irregular Marriage

No Dower becomes due and even valid retirement would not be sufficient to make the Dower payable in the irregular marriage before consummation. In the case of irregular marriage, after having marital relationship, the women become entitled to her specified Dower if there is any. This however is subject to the condition that only proper Dower would be payable if specified Dower exceeds the proper Dower.⁷¹

Conclusion

In summary, mahr is an essential part of Islamic marriage that reflects the moral and legal precepts found in Sharī'ah. It is not merely a token gesture; rather, it is a legally enforceable commitment that upholds the bride's status and rights while providing her with dignity and financial stability. Mahr, a safeguard in the marriage contract that has been historically maintained by all of the major schools of Islamic law, still has an impact on modern legal systems in Muslim countries. The fundamental goal of mahr—to respect and empower the wife—remains the same, despite the introduction of new difficulties and interpretations in contemporary

⁷¹ B. R. Verma; *Muslim Marriage, Dissolution and Maintenance*, (India, The law book company, 1988), 74.

situations. Understanding its importance fosters fairness, accountability, and respect for one another in marriage in addition to upholding an important Islamic custom.



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